



# Connecticut Electric Bicycle INCENTIVE PROGRAM

## Connecticut Electric Bicycle (eBike) Incentive Program

### Participating eBike Retailer Enrollment Form

#### PROGRAM INFORMATION

The Connecticut Electric Bicycle Incentive Program (eBike Program<sup>1</sup>) offers financial incentives to Connecticut residents who purchase an eligible electric bicycle (“eBike”) directly from a participating Connecticut eBike retailer (“Participating eBike Retailer”). Administrative program requirements are determined by the Connecticut Department of Energy and Environmental Protection (“DEEP”), as advised by the CHEAPR board, who in accordance with the provisions of Conn. Gen. Stat § 22a-202e, reserves the right to make changes to any program parameter including, but not limited to eligible eBikes, voucher amounts, eBike Manufacturer Suggested Retail Price (MSRP) price caps, and eBike purchaser requirements. For complete program requirements, see the [eBike Program Implementation Manual](#) (“Implementation Manual”), which may be amended from time to time.

If you have questions about the Program and this Participating eBike Retailer Enrollment Form, contact the Program Administrator, Center for Sustainable Energy (“Program Administrator”) at (855-704-6350) or [cheapr@energycenter.org](mailto:cheapr@energycenter.org).

#### PROSPECTIVE EBIKE RETAILERS

The Program Administrator will add to the list of participating eBike retailers (Participating eBike Retailers) any eligible retailers who wish to participate in the Program. A Prospective eBike Retailer must submit this Agreement and comply with all program requirements as set forth below. DEEP and the Program Administrator retain discretion as to which retailers will be included on the Participating eBike Retailers list.

A prospective Participating eBike Retailer interested in being listed at initial eBike Program launch must complete the information below and submit the form back to the Program Administrator by uploading to this [secure upload link](#) prior to June 21, 2023.<sup>2</sup> Do not submit the completed form containing ACH information to the Program Administrator via email. The Program Administrator will then provide the Program Terms and Conditions to approved Participating eBike Retailers to sign no later than June 26, 2023. Participation in the Program is conditioned on the Program Administrator receiving all necessary documentation.

#### PROGRAM REQUIREMENTS

As a condition for participating in the Program, a Participating eBike Retailer must comply with the program requirements set forth in the Implementation Manual and Program Terms and Conditions. Participating eBike Retailers are responsible for reviewing and understanding the program requirements prior to signing the Program Terms and Conditions. A Participating eBike Retailer must meet requirements that include, but are not limited to, the following:

**A. Status of Participating eBike Retailer.** A Participating eBike Retailer must: (1) have a physical storefront in the State of Connecticut; (2) be in good standing with the State of Connecticut; and

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<sup>1</sup> Established pursuant to Conn. Gen. Stat. Section 22a-202(d).

<sup>2</sup> To request a secure upload link, contact the Program Administrator at [cheapr@energycenter.org](mailto:cheapr@energycenter.org)

(3) possess a current [Certificate of Legal Existence](#) with the Connecticut Secretary of State.

**B. No Relationship.** The relationship between Program Administrator and a Participating eBike Retailer is that of a contracting party to independent contractor. A Participating eBike Retailer shall control the work and manner in which it is performed.

**C. Taxes.** A Participating eBike Retailer agrees to file federal and state tax returns and pay all applicable taxes on amounts received under the Program. A Participating eBike Retailer shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to state and federal income and FICA taxes.

**D. Statutory Compliance.** A Participating eBike Retailer shall comply with all applicable federal, state and local laws, regulations, statutes, and policies applicable to participation in the Program.

**E. Products.** The Program Administrator is authorized to create and revise the eligible eBike list and has absolute discretion to amend the list from time to time.

**F. Vouchers.** Vouchers are provided by the Program Administrator pursuant to the Program rules established by DEEP and may be subject to additional terms or verification requirements for Applicants.

**G. Return and Refund Requirements.** In the event an Applicant returns an eBike purchased through the Program, a Participating eBike Retailer shall notify the Program Administrator of such return and remit the voucher amount to the Program Administrator within thirty (30) days of such return. The Program Administrator may require additional reasonable documentation in its sole discretion.

**H. Customer Service Notifications.** A Participating eBike Retailer agrees to notify the Program Administrator in writing of any of the following within one (1) day of their occurrence: (i) Any known applicant complaints; (ii) any issue with the products that could affect applicant customer experience; or (iii) any change to the products or product pricing, or changes in company status.

**I. Order Fulfillment and Payment Collection.** A Participating eBike Retailer, or its designated agent, shall (i) be solely responsible for, and bear all liability for, the fulfillment of any products provided under the Program, including without limitation, packaging and shipping products and customer service; (ii) be responsible for all returns and/or refunds related to products; and (iii) provide eBike applicant (customer) with a warranty period of no less than one (1) year from purchase, with a preference for longer warranty periods and have an electrical drive system by an accredited testing laboratory for compliance with UL 2849 or EN 15194.

**J. Disclaimer of Liability.** A Participating eBike Retailer agrees to include a disclaimer of liability on behalf of DEEP and the Program Administrator in any communications with customers as directed by the Program Administrator. Such disclaimer shall be substantially similar to the following, subject to DEEP and/or the Program Administrator's right to revise:

*“Program Administrator, acting on behalf of DEEP, provides the electric bicycle incentive as a resource for eligible Connecticut residents. Program Administrator does not endorse or guarantee, and makes no warranties or representations regarding, any retailer, contractor, service or product. Program Administrator shall not be liable for any loss or damage of any kind arising out of or connected to any retailer, contractor, service or product for which it provides incentives. Any transactions that an applicant enters into*

*with a retailer, contractor or other third party are solely between the applicant and that retailer, contractor or other third party.”*

Prospective eBike Retailer agrees that Program documents may be executed with signatures delivered by telecopy or other electronic imaging means (e.g., PDF by email) and further, electronic signatures or the keeping of records in electronic form shall be of the same legal effect, validity, or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in the Connecticut Uniform Electronic Transactions Act (CUETA) codified in sections 1-266 to 1-286, inclusive of the Connecticut General Statutes and any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act (15 U.S. Code § 7001 et seq.).

Prospective eBike Retailer understands that a false statement made in submitted information or altered documentation may be punishable as a criminal offense, under Conn. Gen. Stat. §§ 22a-175 and 53a-157b, and in accordance with any applicable statute and may result in forfeiture of rebate or reimbursement of rebate received.

Prospective eBike Retailer certifies to have personally examined and is familiar with the information submitted in this form. Prospective eBike Retailer agrees that by submitting their signature they hereby certify and declare under the penalties of false statement that the statements made in submission of this form and the information provided on the prescribed forms are true, accurate and complete to the best of Prospective eBike Retailer’s knowledge and belief.

I, as Authorized Representative of the Prospective eBike Retailer, have read all of the foregoing, and acknowledge and agree to all of the terms of this Participating eBike Retailer Enrollment Form a of the date written below.

Retailer Entity Name: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Title of Signatory: \_\_\_\_\_

Retailer Entity Address: \_\_\_\_\_

Retailer Website: \_\_\_\_\_

Retailer Entity Phone No.: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

ACH Information:

Account Type (Checking / Savings)

\_\_\_\_\_

Account Number: \_\_\_\_\_

Routing: \_\_\_\_\_

Signature: